



BellSouth Telecommunications, Inc.
Suite 2104
333 Commerce Street
Nashville, TN 37201-3300

Charles L. Howorth, Jr.
Regulatory Vice President

615 214-6520
Fax 615 214-8858

May 17, 2002

Mr. Joe Werner, Chief
Telecommunications Division
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee

RECEIVED

MAY 17 2002

TARIFF FILING

02-574

Dear Mr. Werner:

SUBJECT: Tariff Filing for Contract Service Arrangement TN02-7480-00

Attached is a Contract Service Arrangement tariff filing of BellSouth Telecommunications, Inc., issued May 17, 2002. We request that this tariff be effective May 27, 2002.

General Subscriber Services Tariff A
Section A5 - Original Page 316

This Contract Service Arrangement is being submitted to the Tennessee Regulatory Authority for review and approval. Details may be found in the Executive Summary which is included with this filing package.

On April 3, 2001, the Authority adopted new Rules in Docket No. 00-00702. In view of the Authority's expressed desire to implement these Rules as the Authority's policy pending final approval, BellSouth filed a tariff to voluntarily comply with these Rules, and that tariff became effective on August 15, 2001. Since these Rules have now been implemented as the Authority's policy, BellSouth is submitting this filing under provisions in those Rules which allow a 10-day interval for the Authority's review and approval of tariffs for special contracts.

We appreciate your returning a receipted copy as evidence of this tariff filing. Please call Paul Stinson at 214-3839 if you have questions or wish to discuss.

Yours truly,

Attachment

EXECUTIVE SUMMARY
CSA NO. TN02-7480-00

INTRODUCTION

The purpose of this filing is to introduce a Contract Service Arrangement that provides the customer with BellSouth® Centrex service and MemoryCall® service.

DESCRIPTION OF SERVICE:

This Contract Service Arrangement provides BellSouth® Centrex service and MemoryCall® service as described in A12.25 of the General Subscriber Services Tariff and the D Price Lists.

DESCRIPTION OF CONTRACT SERVICE ARRANGEMENT

This Contract Service Arrangement is for a term of 3 years. All individual rates, terms and conditions for services provided under this contract are contained in the contract included with this filing.

REVENUE AND COST INFORMATION

Revenue and cost information associated with this contract is filed under separate cover and is subject to a proprietary agreement.

EFFECTIVE: May 27, 2002

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.6 Contract Service Arrangements (Cont'd)

A5.6.1 Rates and Charges (Cont'd)

A. The following is a listing of rates and charges to subscribers requiring contract service arrangements: (Cont'd)

Case No. TN02-7480-00

This Contract Service Arrangement provides rates and charges for BellSouth® Centrex service and MemoryCall® service served out of a 5ESS central office for a minimum service period of thirty-six (36) months. Additional terms and conditions that are specific to this contract have been filed with the Tennessee Regulatory Authority and will be made available to interested customers.

(1) BellSouth® Centrex service, Payment Plan 3

	Nonrecurring Charge	36 Months Monthly Rate	USOC	
(a) Standard common equipment, each	\$600.00	\$-	M1ACS	(N)
(b) Common equipment customized by the Company at the subscriber's request, each	750.00	-	M1ACC	(N)
(c) Station Links Equipped with Caller ID, Flat Rate, each	19.50	39.00	M4LFH	(N)
(d) Station Links for Provision in a Different Serving Wire Center, Flat Rate, each	19.50	39.00	M4LFM	(N)
(2) BellSouth® Centrex service				(N)
(a) Standard Features, per station line, each	-	-	CENAA	(N)
(b) Assumed Dial 9, per system	40.50	1.10	M2DDA	(N)
(c) Network Access Register (NAR) Package, per NAR, Both-way, Flat Rate	-	-	M9QCX	(N)
(3) MemoryCall® service, MemoryCall® Deluxe Voice Messaging Service				(N)
(a) Each Mailbox	15.00	6.00	VMZ1X	(N)
(4) BellSouth® Desktop Complete				(N)
(a) Per group of initial installed BellSouth® Centrex service non-ISDN Station Links	-	1.00	WBB7W	(N)

MAR-19-2002 TUE 07:48 AM BELLSOUTH

FAX NO. 1 815 401 4088

P. 02

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number 1N02-7480-00

This Contract Service Arrangement Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company"), [REDACTED] ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in the Attachment(s) at the monthly and nonrecurring rates, charges, and conditions as described in the Attachment(s) ("Service"). The rates, charges, and conditions described in the Attachment(s) are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.

2. Subscriber agrees to subscribe to and Company agrees to provide any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges, and conditions for such tariffed services.

3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. The tariff shall supersede any conflicting provisions of this Agreement, with the exception of the rates and charges herein, in the event any part of this Agreement conflicts with terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs.

4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.

5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.

6. The rates, charges, and conditions described in the Attachment(s) may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE
BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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Customer Initials [REDACTED]

Date 3-26-02

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN02-7480-00

7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in the Attachment(s).

7. (b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than BellSouth and that it has chosen BellSouth to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of BellSouth local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Tennessee.

9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company

BellSouth Telecommunications, Inc.
Assistant Vice President
333 Commerce ST. 26th FLR
Nashville, TN 37201

Subscriber

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.

PRIVATE/PROPRIETARY

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Customer Initials

Date 3-26-02

APR-26-2002 FRI 08:36 AM BELLSOUTH MID-MARKET

FAX NO. 615 401 4177

P. 04/14

MAR-18-2002 TUE 07:49 AM BELLSOUTH

FAX NO. 1 615 401 4099

P. 04

**CONTRACT SERVICE ARRANGEMENT
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Case Number TN02-7480-00

11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.

PRIVATE/PROPRIETARY

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Customer Initials

Date

3-26-02

NO. 147 0005

BELLSOUTH BUSINESS SYSTEM → 8296211

12:02

04/26/2002

P. 005

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12:01

APR-26-2002(FRI)

Rx Date/Time

TUE 07:50 AM BELLSOUTH

FAX NO. 1 615 401 4099

P. 05

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN02-7480-00

Option 1 of 1

Attachment A**MemoryCall® Service / MemoryCall® Deluxe Voice Messaging Service**

NOW, ~~WHEREFORE~~, in consideration of the premises and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. SCOPE OF AGREEMENT:

See the Service description set forth in this Agreement.

2. COMPLEMENTARY NETWORK SERVICES:

The Company will furnish and install MemoryCall® Service including the Complementary Network Services (CNS) required to provide the MemoryCall® Service. The rules and provision of Complementary Network Services such as Call Forwarding Don't Answer, Call Forwarding Busy Line Don't Answer, Call Forwarding Variable and Message Waiting Indication are governed by the tariffs filed with and approved by the public utilities commission or corresponding regulatory body in the state in which the Complementary Network Services are offered.

3. PRICE:

Customer agrees to pay all recurring charges for the initial installed quantity of MemoryCall® (mailboxes) at the rates set forth in Attachment(s) and Company agrees to waive all non-recurring charges for the initial installed quantity of MemoryCall® (mailboxes).

A. Customer will be billed per minute for usage above the monthly usage allowance. Customer subscribing to MemoryCall® service with usage aggregation will be billed per minute for usage above the total aggregated usage allowance. Usage aggregation is by Regional Accounting Office. Customer agrees to pay said usage charges.

B. Customer is billed for usage associated with caller's total connect time, including customer's greeting and caller's message. Customer will not be billed for usage if the calling party hangs-up prior to the tone prompt. In addition, Customer is billed for any usage when accessing their mailbox to perform administrative work, e.g., change the password, record personal greeting or name, record/send messages and retrieve/listen to messages, or any activity that creates mailbox usage.

4. USE OF CUSTOMER'S SERVICE:

A. This Service is for the use of the Customer, its employees or members of the Customer's establishment (including students living in quarters provided by schools, colleges or universities). The Service may be extended for use by other individuals with prior written consent of Company.

B. Except as otherwise provided above or otherwise authorized by Company, this Service is intended only for communications in which the Customer has a direct interest and shall not be used for any purpose for which a payment or other compensation shall be received by Customer from any other person, firm, or corporation.

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Customer Initials

Date

3-26-02

**CONTRACT SERVICE ARRANGEMENT
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5. LIMITATION OF LIABILITY:

A. Company's liability for any negligence, error, mistake, or omission affecting the operation of MemoryCall® Service is limited to a pro rata refund of charges paid by Customer for MemoryCall® Service during the period of time the Service was affected. Any refund must be requested by the Customer. Company is not responsible for the content of messages or messages lost due to equipment failure or customer error. COMPANY WILL IN NO EVENT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR CONNECTED TO THIS PROVISION OF MEMORYCALL® SERVICE AND CAUSED BY NEGLIGENCE, ERROR, MISTAKE, OR OMISSION ON THE PART OF COMPANY OR ITS EMPLOYEES OR AGENTS.

B. Company shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, regulatory agency requirement, civil or military authority, act of God, or other similar causes beyond Company's control ("Condition"). If any such Condition occurs, Company may elect to terminate this Agreement immediately, without liability.

6. DEFAULT BY CUSTOMER:

Upon any default or breach by Customer under this Agreement, Company may discontinue Service under this Agreement without in any way affecting its rights under this Agreement or any other legal or equitable remedies to which it may be entitled. If Company elects to continue Service under this Agreement, Company's actions shall not constitute a waiver of any default or breach by Customer. However, such default or breach by Customer under this Agreement shall not be cause for denial or termination of exchange telephone service. If it becomes necessary for Company to employ an attorney to collect past due amounts owed by Customer pursuant to this Agreement, Company shall be entitled to recover all costs incurred by it in connection therewith, including reasonable attorney's fees.

CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ AND UNDERSTANDS THIS AGREEMENT AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS THEREOF. CUSTOMER FURTHER AGREES THAT THIS AGREEMENT, AND ANY SERVICE AGREEMENT SUPPLEMENT ORDER FORMS AND/OR RIDERS (INCLUDING ANY APPENDICES OR EXHIBITS REFERENCED THEREIN AND ATTACHED THERETO) EXECUTED PURSUANT TO THIS SERVICE AGREEMENT, CONSTITUTE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, SUPERSEDING ALL PROPOSALS, REPRESENTATIONS, AND/OR PRIOR AGREEMENTS, ORAL OR WRITTEN, BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THE AGREEMENT. THIS AGREEMENT MAY NOT BE MODIFIED OR AMENDED OTHER THAN BY A WRITTEN INSTRUMENT EXECUTED BY BOTH PARTIES.

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Customer Initials

Date

3-26-02

APR-26-2002 FRI 08:38 AM BELL SOUTH MID- MARKET FAX NO. 615 401 4177

P. 07/14

P. 08

MAR-18-2002 TUE 07:51 AM BELL SOUTH

FAX NO. 1 615 401 4089

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**CONTRACT SERVICE ARRANGEMENT
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Offer Expiration: This offer shall expire on: March 29, 2002.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

Contract Service Arrangement (CSA) Agreement to provide rates and charges for BellSouth® Centrex service and MemoryCall® service served out of a SESS central office. Thirty-six (36) month payment plan.

Customer agrees to purchase and maintain a minimum of eleven (11) (no less than seven (7)) BellSouth® Centrex service non-ISDN station links and zero (0) MemoryCall® Service mailboxes ("Initial Order") at the monthly rates, charges, and conditions as described in the Attachment(s). Customer agrees to be charged for the total number of station lines initially subscribed to for the duration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:

By:

Authorized Signature

Printed Name:

Title:

Date:

Company:

BellSouth Telecommunications, Inc.

By: BellSouth Telecommunications, Inc.

By:

Authorized Signature

Printed Name:

Title:

Date:

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Customer Initials

Date

8008 NO. 147

1129628 BELL SOUTHERN BUSINESS SYSTEM → 8296211

12:02 04/26/2002

P. 008

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Rx Date/Time

**CONTRACT SERVICE ARRANGEMENT
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RATES AND CHARGES


<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1. BellSouth® Centrex service, Payment Plan 3, Standard common equipment (a) Each (Note 4) (this non-rated element is only valid in association with the station links provided under this CSA)	\$600.00	\$0.00	MIACS
2. BellSouth® Centrex service, Payment Plan 3, Common equipment customized by the Company at the subscriber's request (Notes 3, 4) (a) Each (this non-rated element is only valid in association with the station links provided under this CSA)	\$750.00	\$0.00	MIACC
3. BellSouth® Centrex service, Standard Features, per station line (a) Each (this non-rated element is only valid in association with the station links provided under this CSA)	\$0.00	\$0.00	CENAA
4. BellSouth® Centrex service, Payment Plan 3, Station Links Equipped with Caller ID, Flat Rate (Notes 1 - 4) (a) Each (molded rate - see Attachment 1 for details)	\$19.50	\$39.00	M4LPII
5. BellSouth® Centrex service, Payment Plan 3, Station Links for Provision in a Different Serving Wire Center, Flat Rate (Notes 1 - 4) (a) Each (molded rate - see Attachment 1 for details)	\$19.50	\$39.00	M4LPM
6. BellSouth® Centrex service, Assumed Dial 9 (Notes 4, 6) (a) Per system	\$40.50	\$1.10	M2DDA
7. MemoryCall® service, MemoryCall® Deluxe Voice Messaging Service	\$15.00	\$6.00	VMZIX

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Customer Initials

Date


9-26-02

APR-26-2002 FRI 08:39 AM BELLSOUTH ID- MARKET

FAX NO. 615 401 4177

P. 09/14

MAR-18-2002 TUE 07:52 AM BELLSOUTH

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN02-7480-00
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RATES AND CHARGES

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
7. (a) Each Mailbox (Note 4, 5)			
<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
8. BellSouth® Desktop Complete (a) Per group of initial installed BellSouth® Centrex service non-ISDN Station Links	\$0.00	\$1.00	WBD7W
9. BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR (a) Both-way, Flat Rate (this non-rated element is only valid in association with the station links provided under this CSA)	\$0.00	\$0.00	M9QXX

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Customer Initials

Date

3-26-02

NO. 147 0010

BELLSOUTH BUSINESS SYSTEM + 8296211

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APR-26-2002(FRI)

Rx Date/Time

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FAX NO. 615 401 4177

P. 10/14

P. 11

MAR-19-2002 TUE 07:52 AM BELLSOUTH

FAX NO. 1 615 401 4089

P. 10

**CONTRACT SERVICE ARRANGEMENT
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RATES AND CHARGES

NOTES:

1. This contract is based on a weighted average loop length of 2.91 miles. If the weighted average loop length exceeds 3.25 miles the contract will be subject to review and re-negotiation.
2. Payment Plan designation is for provisioning purposes only.
3. The appropriate tariff notes associated with each rate element apply as specified in the GST.
4. The following nonrecurring charges will not apply upon initial installation. However, if the BellSouth Centrex system is disconnected prior to the expiration of the C.S.A., then the Subscriber will pay pro-rated nonrecurring charges as identified below in addition to applicable termination liability charges as specified in Attachment 2:

Contract Preparation Charge (single charge)	\$623.00
BellSouth Centrex features (M41.FH, M41.FM - up to 11 lines), each	\$ 19.50
Standard Common Equipment (USOC M1ACS) (single charge), or	\$600.00
Customized Common Equipment (USOC M1ACC) (single charge)	\$750.00
Assumed Dial 9 (USOC M2DDA) (single charge)	\$ 40.50
Line Connection Charge, first line (qty. of 1)	\$ 58.50
Line Connection Charge, additional line (one less than initial qty.)	\$ 31.00

5. Includes 120 minutes of use per mailbox, per month.

A. Customer will be billed per minute for usage above the monthly usage allowance. Customer subscribing to MemoryCall service with usage aggregation will be billed per minute for usage above the total aggregated usage allowance. Usage aggregation is by Regional Accounting Office. Customer agrees to pay said usage charges as set forth in BellSouth's Non-Regulated Services Price List. The current usage charge is \$0.08 per minute.

B. Customer is billed for usage associated with caller's total connect time, including customer's greeting and caller's message. Customer will not be billed for usage if the calling party hangs-up prior to the tone prompt. In addition, Customer is billed for any usage when accessing their mailbox to perform administrative work, e.g., change the password, record personal greeting or name, record/send messages and retrieve/listen to messages, or any activity that creates mailbox usage.

6. Assumed Dial 9 is an optional feature that may be purchased at an additional charge. Should the customer exercise this option at the time of initial installation the nonrecurring charges associated with this feature will be waived.

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Customer Initials

Date

3-26-02

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BELLSOUTH BUSINESS SYSTEM → 8296211

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P. 11/14

MAR-19-2002 TUE 07:53 AM BELLSOUTH

FAX NO. 1 815 401 4088

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN02-7480-00
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7. Termination Liability Charges will be calculated as specified in Attachment 2 and consistent with the tariff for BellSouth Centrex Service. Calculation of this charge will use the monthly rate for common equipment as specified under a 36-month tariff contract for Payment Plan J (Tariff Section A12.25.9.A) in lieu of the monthly rate for common equipment specified in this Agreement.

@BellSouth is a registered trademark of BellSouth Intellectual Property Corporation

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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Customer Initials

Date

3-26-02

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P. 012

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Rx Date/Time
04/26/2002

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

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Option 1 of 1
Attachment 1

1. All tariff terms and conditions for BellSouth® Centrex Service apply.
2. Additional terms are as follows:
 - A. Maintenance of Network Access Register (NAR) to station ratio of one to one.
 - B. Requests for Electronic Business Sets and/or BellSouth® Centrex ISDN Access Lines are only available subsequent to the initial installation via an Addendum to this Agreement.
3. Pricing building blocks for BellSouth® Centrex Desktop Complete:
 - A. The \$45.00 monthly rate is comprised of the following per station line charges:

Non-ISDN Station Link	\$39.00
Memory Call, Define mailbox	\$ 5.00
Total	\$45.00
 - B. The pricing building blocks for a BellSouth® Centrex Service non-ISDN Station Link is comprised of the following non-rated USOCs: 1) the Common Equipment (USOC M1ACS or M1ACC), 2) Standard Feature Package (USOC CENAA), 3) Non-ISDN Station Link (USOC M4LFH and/or M4LFM), and 4) Network Access Register (USOC M4QCX).

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Customer Initials

Date

3-26-02

MAR-18-2002 TUE 07:54 AM BELLSOUTH

FAX NO. 1 615 401 4089

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**CONTRACT SERVICE ARRANGEMENT
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Attachment 2

1. Customer and BellSouth acknowledge that various competitive alternatives are available to Customer in the State of Tennessee, including competitive alternatives to services provided herein, as evidenced by one or more of the following:

- A. Customer has received offers for comparable services from one or more other service providers. Providers include XO Communications.
- B. Customer is purchasing or has purchased comparable services from one or more other service providers. Providers include XO Communications.
- C. Customer has been contacted by one or more other service providers of comparable services. Providers include XO Communications.
- D. Customer is aware of one or more other service providers from whom it can currently obtain comparable services. Providers include XO Communications.

2. Customer and BellSouth agree that the Customer's early termination of the Agreement without cause will result in damages that are indeterminable or difficult to measure as of this date and will result in the charging of liquidated damages. Customer and BellSouth agree that with regard to services provided within the State of Tennessee, the amount of such liquidated damages shall equal the lesser of (A) the sum of the repayment of discounts received during the previous 12 months of the service, the repayment of any pro-rated waived or discounted non-recurring charges set forth in the Notes section of the Agreement, and the repayment of the pro-rated contract preparation charge set forth in the Notes section of the Agreement; or (B) six percent (6%) of the total Agreement amount, or twenty-four percent (24%) of the average annual revenue for an Agreement with a term longer than four (4) years. Notwithstanding any provisions in the Agreement to the contrary, Customer and BellSouth agree that with regard to services provided within the State of Tennessee, this Paragraph of this Addendum sets forth the total amount of liquidated damages the Customer must pay upon early termination of the Agreement without cause. Customer and BellSouth agree that these amounts represent a reasonable estimate of the damages BellSouth would suffer as a result of such early termination and that these amounts do not constitute a penalty.

3. In the event that the Customer terminates this Agreement without cause prior to the expiration of this Agreement, the Customer shall pay a termination charge as specified in Attachment 2, Paragraph 2 above of this Agreement. The Customer may request a calculation of the termination charge at any time during the term of this Agreement. Based on the information available at the start of this Agreement, at the end of the first six (6) months of the contract period and for each six (6) month period thereafter, the estimated amount of the termination liability charge will be \$921. In any event, the estimated termination liability charge will not exceed this amount.

Should the Customer elect to terminate this Agreement prior to the expiration date without cause, the actual termination charge will be calculated in accordance with Attachment 2, Paragraph 2 above and based on information available at the time of termination.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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Customer Initials

Date

3-26-02

APR-26-2002 FRI 08:41 AM BELLSO MID- MARKET

FAX NO. 615 401 41

P. 14/14

MAR-18-2002 TUE 07:54 AM BELLSOUTH

FAX NO. 1 615 401 4099

P. 15

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN02-7480-00
Option 1 of 1
Attachment 2

4. Except in the case where the Customer assigns this Agreement to a certified reseller in accordance with Paragraph 7.(b), Customer may not assign its rights or obligations under this Agreement without the express written consent of the Company and only pursuant to the conditions contained in the appropriate tariff.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL/SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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Customer Initials

Date

3-26-02

NO. 147 0015

BELLSOUTH BUSINESS SYSTEM → 82966211

12:02

04/26/2002

P. 015

7047331319

12:01

APR-26-2002(FRI)

Rx Date/Time